

DISCOVERY BUSINESS INSURANCE PRIVACY STATEMENT

Our privacy statement

Permission to process and disclose information and to communicate with you

1. Definitions
 - 'The company' refers to Discovery Insure Limited, Registration number: 2009/011882/06, an authorised financial services provider.
 - 'The insured' refers to the owner of the plan.
 - 'Your company information' refers to information about your company or, where applicable, employees. It includes information about health, financial status, gender, age, contact numbers and addresses.
 - 'Process information' means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting company or, where applicable, employee information within Discovery Group.
 - 'Competent person' means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a child. For example, a parent or legal guardian.
2. Where necessary, when you engage with us, you trust us with company or employee information. We are committed to protecting your right to privacy. The purpose of this privacy statement is to set out how we collect, use, share and otherwise process your company or employee information, in line with the Protection of Personal Information Act (POPIA).
3. You have the right to object to the information of your company or employees being processed where applicable. It is voluntary to accept these terms and conditions. However, we require your acceptance to activate and service your plan. This means that if you do not accept, we cannot activate and service your plan.
4. When necessary, we will keep your company or employee information confidential. You may have given us this information yourself or we may have collected it from other sources. If you share your company or employee information with any third parties, we will not be responsible for any loss you or your employees suffer.
5. You agree that we may, now and at any time for the duration of your plan, request and receive your and your dependants', beneficiaries' and, if applicable, employees' driving and other telematics information (from here on forward, we'll refer to this as 'your driving information') from your third-party providers, such as vehicle tracking companies, for us to consider and administer the services and benefits applicable to you and your dependents, beneficiaries and employees on your plan. You furthermore authorise your third-party providers to provide us with your driving information upon our request and you agree that you will have no claim against those third-party providers for providing us with your driving information if they have done so in reliance on your authorisation contained in this clause. Your driving information received from your third-party providers will form part of your personal information and will accordingly be used, processed and protected as described in this privacy statement.

6. You understand that when you include your company or employee information we will process their personal information for the activation of the plan or benefit and to pursue their legitimate interest. We will furthermore process their information for the purposes set out in this privacy statement.
7. If you are an employer, you agree to indemnify us against any loss or damage, direct or indirect, that an employee suffers because of the unauthorised use of your employees' personal information.
8. In the event that you provide consent on behalf of a minor (person younger than 18 years old), you confirm that you are a competent person and authorised to provide consent on their behalf.
9. You agree that we may process your company or employee information for the following purposes where applicable:
 - To assist with the risk management and administration of your plan and for the consideration of any claims for benefits under this plan or any other plan that you are insured under, you agree to the following terms and conditions:
 - You consent to the collection, collation, processing, storage and disclosure of information where applicable, including your company or employee information, contained in all sections of this offer or schedule for the purpose of risk management, administering this plan and for the assessment of any claims under this plan.
 - To provide relevant information to a contracted third party who requires this information for the administration of your plan and benefits you are entitled to.
 - To profile and analyse risk.
10. We may process your information by automated means (without human intervention) to make a decision about you or your application for any product or service. You may query the decision made about you or your application.
11. If a third party asks us for any of your company or employee information, we will share it with them only if:
 - You have already given your consent for the disclosure of this information to that third party.
 - We have a legal, industry or contractual duty to give the information to that third party, including other insurers and reinsurers. This information could be sourced either directly or through a database operated by or for insurers as a group at any time. Such information could be detailed, abbreviated or in a coded form and includes sharing of information on industry registers, such as the South African Insurance Association (SAIA).
12. You confirm that we may share your company or, where applicable, employee information within Discovery Group for:
 - Administrative purposes
 - Fraud, malpractice, crime and money laundering prevention
 - Group-wide services, benefits and infrastructure to help you in your personal or professional capacity where necessary.
13. Where applicable, you also confirm that we may share and combine all the company or employee information for any one or more of the following purposes:
 - For market, statistical and academic research
 - To customise our benefits and services to meet your needs.
14. Where necessary, you agree that your company or employee information may be shared with third parties such as academics and researchers, including those outside South Africa. We make sure that the academics and researchers will keep your company or employee information confidential and all data will be made anonymous to the extent possible and where appropriate. No company or employee information will be made available to a third party unless that third party has agreed to abide by strict confidentiality protocols that we require. If we publish the results of this research, you will not be identified by name.

15. We have a duty to take all reasonably practicable steps to make sure that your personal information is complete, accurate, not misleading and updated regularly. To enable this, we will always try to obtain personal information from you directly. Where we are unable to do so, we will make use of verifiable independent third-party data sources.
16. If we want to share your company or, where applicable, employee information for any other reason, we will only do so with your permission.
17. By accepting these terms, you authorise us to obtain and share information about your creditworthiness with any credit bureau or credit provider's industry association or industry body. This includes information about credit history, financial history, judgments, default history and sharing of information for purposes of risk analysis, tracing and any related purposes.
18. We have the right to communicate electronically with you about any changes on your plan, including your premium or changes and improvements to the benefits you are entitled to on the plan you have chosen.
19. Please let us know if you do not want to receive any direct telephone marketing from us.
20. When necessary, you have the right to know what company or employee information we hold about you. If you want to receive a copy, please complete a form called an *Access Request* form (you can find this on www.discovery.co.za) and specify the information you would like. We will take all reasonable steps to confirm your identity before providing details of your personal information. We are entitled to charge a fee for this service and will let you know what it is at the time of your request.
21. When necessary, you have the right to ask us to update or delete company or employee information. In the event that we cannot delete your company or employee information, we will take all steps to make it anonymous. You agree that we may keep your company or employee information until you ask us to delete. This is unless there are legal requirements for us to keep it. We are required to collect and keep personal information in terms of the following laws:
 - Short-term Insurance Act of 1998
 - Financial Advisory and Intermediary Services Act of 2002
 - Promotion of Access to Information Act of 2000
 - Protection of Personal Information Act of 2013.
22. Where applicable, you agree that we may transfer your company or employee information outside of South Africa:
 - If you give us an email address that is hosted outside South Africa
 - To administer certain services, for example, cloud services.We will make sure that any country, company or person that we pass your company or employee information to, where applicable, agrees to treat your information with the same level of protection as we are obliged to.
23. If we become involved in a proposed or actual merger, acquisition or any form of sale of any assets, we have the right to share your company or employee information with third parties in connection with the transaction where applicable. In the case of a merger, acquisition or sale, the new entity will have access to your company or employee information when necessary. The terms of this privacy statement will continue to apply.
24. We may change this privacy statement at any time. The most up-to-date version will be always be available on www.discovery.co.za

25. If you believe that we have used your company or employee information, where applicable, contrary to this privacy statement, you must first attempt to resolve any concerns with us. If you are not satisfied after this process, you have the right to lodge a complaint with the Information Regulator, under POPIA. The contact details are:

The Information Regulator (South Africa)
SALU Building
316 Thabo Sehume Street
Pretoria
Tel: 012 406 4818
Fax: 086 500 3351
Email: infoereg@justice.gov.za